

## **Amendment 90**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 90 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19<sup>th</sup> day of NOVEMBER, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to provide an extract in Excel format of Business Account unlinked ridership data. This work is performed per CR-002559 *BA Data Extract 2010/01/01 through 2010/08/31*.
- C. The parties agree that the work necessary to provide the data extract will be performed and compensated as described below.

## Section 1.0 Description of Work

- 1.1 The Contractor will provide an extract in Excel format of Business Account unlinked ridership data. The content and format of this extract will be according to the specifications as provided by the Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To perform the work necessary to create a data extract of Business Account unlinked ridership data.	
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<b>TOTAL</b>	<b>\$1,097</b>
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## Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Ninety shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

**The Agencies**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

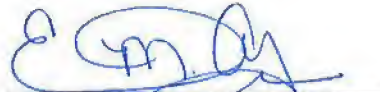
By: Candace Carlson

Their: ORCA Operations Manager

On behalf of the Agencies

Date: November 19, 2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

  
Elaine Aulgur

11/18/10  
Date

In the presence of:

  
Witness Signature

11/18/10  
Date

Witness name: Patty Hazard